

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

M.D., individually and in her capacity as Parent of O.D., a
Disabled Student,

Plaintiff,

-against-

New York City Department of Education,

Defendant.

17-CV-2687 (ERK) (RER)

**STIPULATION AND
ORDER OF
DISMISSAL
AND SETTLEMENT**

WHEREAS, Plaintiff commenced this action by filing a summons and Complaint on May 4, 2017 to recover attorneys' fees and costs that Plaintiff's counsel, Partnership for Children's Rights, incurred in connection with an administrative proceeding, Impartial Hearing No. 141305, held pursuant to the Individuals With Disabilities Education Improvement Act ("IDEIA"), 20 U.S.C. §§ 1400 *et seq.*, and the above-captioned action (the "Action") brought pursuant to the IDEIA's fee shifting provision, 20 U.S.C § 1415(i)(3);

WHEREAS, the parties now desire to resolve Plaintiff's claims without further proceedings and without admission of fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. Upon execution of this Stipulation and Order, the above-captioned Action is hereby dismissed, with prejudice, and without attorneys' fees, costs, and expenses except for the amount specified in paragraph 2 below.

2. The City of New York ("City") hereby agrees to pay the sum of Fifty-Three Thousand Dollars (\$53,000.00, hereinafter the "Settlement Amount") by check payable to

“Partnership for Children’s Rights” in full satisfaction of all claims that were or could have been raised in this Action for attorneys’ fees, costs, and expenses in connection with the underlying administrative proceeding and this Action.

3. In consideration for the payment of the Settlement Amount, Plaintiff and Plaintiff’s counsel agree to the dismissal, with prejudice, of all claims in this action against the New York City Department of Education (“DOE”), and to release and discharge DOE, the City, their successors and assigns, and all present or former officials, employees, representatives and agents of DOE and the City from any and all liability, claims, and/or rights of action arising from the allegations set forth in the Complaint, whether known or unknown, including all claims for attorneys’ fees, costs, and expenses incurred in connection with the underlying administrative proceeding and this Action.

4. Plaintiff and Partnership for Children’s Rights shall each execute and deliver to DOE’s attorney a release based on the terms set forth in paragraph 3 above, together with a substitute W-9 form to be completed by Partnership for Children’s Rights. Payment of the Settlement Amount is conditioned upon delivery of the aforementioned releases and W-9 form.

5. Nothing contained herein shall be deemed to be an admission by DOE or the City of any of Plaintiff’s allegations, nor an admission by DOE or the City that it has in any manner or way violated the rights of Plaintiff, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, charters, by-laws, rules or regulations of the United States, the State of New York, the City or DOE or any other rules, regulations or bylaws of any department or subdivision of the City or DOE.

6. Nothing contained herein shall be deemed to be an admission or acknowledgement by DOE or the City that the hourly rate sought or the number of hours

expended by Partnership for Children's Rights for which Plaintiff seeks to recover attorneys' fees is reasonable or appropriate.

7. This Stipulation and Order shall not be admissible in, nor is it related to, any other action, proceeding or settlement negotiation, except as necessary to enforce its terms.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City or DOE.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

10. The parties agree that this Stipulation and Order may be executed in counterparts, and by electronic signature received via facsimile or electronic mail.

Dated: New York, NY
August __, 2017

Partnership for Children's Rights
Attorneys for Plaintiff
271 Madison Avenue, 17th Floor
New York, NY 10016
Tel.: (212) 683-7999

By: 

Todd Silverblatt, Esq.
Executive Director

ZACHARY W. CARTER
Corporation Counsel of the City of New York
Attorney for Defendant
100 Church Street
New York, NY 10007
Tel.: (212) 356-0881

By: 

Agnetha E. Jacob
Assistant Corporation Counsel

SO ORDERED:

HON. EDWARD R. KORMAN
UNITED STATES DISTRICT JUDGE